

**16. Award RFP-4203-03/AJP – Appraisal Services for Consumers/Lake Hayes Water Transmission Main Project, to HDR Acquisition Services, Inc. of Tampa. (Contract limitation of funds \$150,000.00 for a three-year term)**

RFP-4203-03/AJP will provide a total of nineteen (19) utility easements that are required to complete the utility easement corridor necessary for the construction of the transmission line (between S.R. 426 Aloma Avenue and S.R. 434 Alafaya Trail). The County will acquire eighteen (18) separate "Utility Easements" from property owners. One parent tract containing lands identified for one utility easement is currently owned by the Seminole BCC. Additionally, all of the project identified utility easements are within a one hundred ten (110 LF) linear feet wide Florida Power & Light easement. A subordination agreement of utility interests will be required. The current land use within the proposed utility corridor varies from agricultural to residential usage. Altogether, there are eighteen (18) parcels to be appraised and acquired for the construction of this water transmission main project.

This project was publicly advertised and the County received twelve (12) submittals. The Evaluation Committee comprised of Henry Brown, Assistant County Attorney; Mark Gisclar, Road Projects Acquisition Manager; Robert Risner, Appraiser; Jeffrey Thompson, Senior Engineer; and Lynn Vous, Assistant County Attorney, evaluated the submittals. Consideration was given to each firm's demonstrated ability/qualifications of the firms and individuals to provide all desired services; approach to work, and sample appraisal reports.

The Evaluation Committee recommends that the Board award a Master Agreement to HDR Acquisition Services, Inc., Tampa. The agreement will take effect upon execution and remain in effect for three (3) years. The Master Agreement's Limitation of Funds amount is set at \$150,000.00 for the three-year period. The Limitations of Funds amount may be increased as necessary to complete the scope of services by written notice to the consultant by the County Attorney or his designee with copies to the Purchasing Manager and the Board of County Commissioners. Environmental Services shall verify the availability of properly budgeted project funds prior to any such increase.

This is a budgeted project and funds are available in account number 40100-087816-56065000, CIP# DF85607X. (Water and Sewer, Professional Services). The County Attorney's Office and Fiscal Services/Purchasing and Contracts Division recommend that the Board award the project and authorize the Chairman to execute the Master Agreement as prepared by the County Attorney's Office.

**B.C.C. - SEMINOLE COUNTY, FL  
RFP TABULATION SHEET**

RFP NUMBER: RFP-4203-03/TLC  
RFP TITLE: Appraisal Services for the Consumers/Lake Hayes WTM  
DUE DATE: August 8, 2003, 2:00 P.M

ALL SUBMITTALS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-
<p>A. Carl Sistrunk 347 North U.S. Hwy 27 Clermont, Florida 34711</p> <p>A. Carl Sistrunk 352-394-0915 – Phone 352-394-0917 – Fax Submitted: 1 original, 6 copies, 4 work product</p>	<p>American Acquisition Group, Inc. 5600 West Mariner Street, Suite 104 Tampa, Florida 33609</p> <p>D. Wade Brown 813-287-8191 – Phone 813-287-8272 – Fax Submitted: 1 original, 6 copies, 6 work product</p>	<p>The Appraisal Group of Central Florida, Inc. 378 CenterPointe Circle, Suite 1286 Altamonte Springs, Florida 32701</p> <p>Richard K. MacMillan 407-539-1288 – Phone 407-539-7004 – Fax Submitted: 1 original, 6 copies, 6 work product</p>	<p>Bullard, Hall &amp; Adams, Inc. 1144 Pelican Bay Drive Daytona Beach FL 32119</p> <p>David K. Hall 386-788-3770 – Phone 386-788-7995 – Fax Submitted: 1 original, 5 copies, 6 work product</p>
RESPONSE -5-	RESPONSE -6-	RESPONSE -7-	RESPONSE -8-
<p>Clayton, Roper &amp; Marshall, Inc. 246 N Westmonte Drive Altamonte Springs, Florida 32714</p> <p>Paul M. Roper 407-772-2200 – Phone 407-772-1340 – Fax Submitted: 1 original, 6 copies, 6 work product</p>	<p>Diversified Property Specialists, Inc. 346 Magnolia Place Debarry Florida 32713</p> <p>C. Lee Lobban 386-668-1741 – Phone 386-668-6312 – Fax Submitted: 1 original, 5 copies, 0 work product</p>	<p>Florida Acquisition &amp; Appraisal, Inc. 2109 East Palm Avenue, Suite 104 Tampa, Florida 33605</p> <p>Philip R. Hobby 813-241-6354 – Phone 813-241-6385 – Fax Submitted: 1 original, 6 copies, 6 work product</p>	<p>Florida Realty Analysts, Inc. 407 Wekiva Springs Road, Suite 361 Longwood, Florida 32779</p> <p>Donald P. Oehrich 407-862-7070 – Phone 407-862-0122 – Fax Submitted: 1 original, 6 copies, 6 work product</p>
RESPONSE -9-	RESPONSE -10	RESPONSE -11	RESPONSE -12
<p>HDR Acquisition Services, Inc. 2202 North Westshore Blvd., Suite 250 Tampa, Florida 33607-5755</p> <p>Marilyn Jackson 813-282-2300 – Phone 813-282-2458 – Fax Submitted: 1 original, 6 copies, 6 work product</p>	<p>P.A.R.A.R.A. Services, Inc. 230 N. Woodland Blvd., #305 Deland, Florida 32720</p> <p>J.E. Hardman 386-736-6568 – Phone 386-736-8476 – Fax Submitted: 1 original, 6 copies, 6 work product</p>	<p>Pomery Appraisal Associates of Florida, Inc. 600 North Ridgewood Ave. Suite A Edgewater, Florida 32132</p> <p>Terry L. Strickland 386-423-5110 – Phone 386-423-3066 – Fax Submitted: 1 original, 6 copies, 4 work product</p>	<p>The Spivey Group, Inc. 720 West Vassar Street Orlando, Florida 32804</p> <p>Ted Hastings III 407-423-1430 – Phone 407-422-2237 – Fax Submitted: 1 original, 7 copies, 6 work product</p>

Tabulated by: (8/11/2003) Amy J. Pigott, Sr. Contracts Analyst  
Recommendation of Award: HDR Acquisition Services, Inc. BCC Date: 09/23/03 (Posted 08/25/2003)

**Proposal Ranking & Recommendation - RFP-4203-03/AJP  
Consumers/Lake Hayes Water Transmission Main Project**

<b>FIRMS</b>	<b>Henry Brown, County Attorney's Office</b>	<b>Mark Gisclar, County Attorney's Office</b>	<b>Bob Risner, County Attorney's Office</b>	<b>Jeffrey Thompson, Environmental Services</b>	<b>Lynn Vouis, County Attorney's Office</b>	<b>Total</b>	<b>Ranking</b>
A. Carl Sistrunk	9	12	6	11	12	50	11
American Acquisition Group, Inc.	11	6	11	1	8	37	9
The Appraisal Group of Central Florida, Inc.	6	2	2	5	1	16	2
Bullard, Hall & Adams, Inc	5	8	12	4	7	36	8
Clayton, Roper & Marshall, Inc.	7	3	4	6	6	26	4
Diversified Property Specialists, Inc.	2	9	4	9	10	34	7
Florida Acquisition & Appraisal, Inc.	4	7	10	8	4	33	6
Florida Realty Analysts, Inc.	3	5	6	3	5	22	3
HDR Acquisition Services, Inc.	1	1	1	2	2	7	1
P.A.R.A.R.A. Services, Inc	8	10	6	10	9	43	10
Pomery Appraisal Associates of Florida, Inc.	12	11	9	12	11	55	12
The Spivey Group, Inc.	10	4	2	7	3	26	4

**APPRAISAL SERVICES AGREEMENT (RFP-4203-03/AJP)  
CONSUMERS / LAKE HAYES WATER TRANSMISSION MAIN PROJECT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **HDR ACQUISITION SERVICES, INC.**, duly authorized to conduct business in the State of Florida, whose address is 2202 North Westshore Boulevard, Suite 250, Tampa, Florida 33607-5755, hereinafter called the "APPRAISER" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, the COUNTY desires to retain the services of a competent and qualified appraiser to provide appraisal services for the Consumers/Lake Hayes Water Transmission Main Project in Seminole County; and

**WHEREAS**, the COUNTY has requested and received expressions of interest for the retention of services of appraisers; and

**WHEREAS**, APPRAISER is competent and qualified to furnish appraisal services to the COUNTY and desires to provide its professional services according to the terms and conditions stated herein,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, COUNTY and APPRAISER agree as follows:

**SECTION 1. SERVICES.** COUNTY does hereby retain APPRAISER to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A".

**SECTION 2. TIME FOR COMPLETION.** The services to be rendered by APPRAISER shall commence upon execution of this Agreement by the parties and shall be completed within three (3) years.

**SECTION 3. COMPENSATION AND PAYMENT.**

(a) The parties agree that compensation paid to APPRAISER for the professional services called for under this Agreement shall be calculated on a time basis method, paid in accordance with the rates as shown on Exhibit "B," attached hereto, and contain a limitation on funds in the amount of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00). The APPRAISER shall not exceed that amount without prior written approval of the COUNTY. Said approval, if given by COUNTY, shall indicate a new limitation of funds amount. The APPRAISER shall advise the COUNTY whenever the APPRAISER has incurred expenses/compensable work that equals or exceeds eighty percent (80%) of the limitation of funds amount.

(b) Approval of the COUNTY increasing the limitation of funds amount shall be in writing and shall be in accordance with the budget approved by the Board of County Commissioners. Said approval may be issued by the County Attorney without further action by the Board of County Commissioners.

(c) Payments shall be made to the APPRAISER when requested as work progresses for services furnished, but not more than once monthly. APPRAISER may invoice amount due based on the total required services actually performed and completed. Upon review and approval of APPRAISER'S invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay APPRAISER the approved amount.

**SECTION 4. BILLING AND PAYMENT.**

(a) APPRAISER shall render to the COUNTY, at the close of each calendar month, an itemized invoice, properly dated including, but not limited to, the following information:

- (1) The name and address of the APPRAISER;
- (2) Contract Number;

(3) A complete and accurate record of services performed by the APPRAISER for all services performed by the APPRAISER during that month and for which the COUNTY is billed;

(4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and

(5) Such other information as may be required by this Agreement or requested by the COUNTY from time to time.

The original invoice shall be sent to:

Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

County Attorney's Office  
Seminole County Services Building  
1101 East First Street  
Sanford, Florida 32771

(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the APPRAISER.

#### **SECTION 5. AUDIT OF RECORDS.**

(a) COUNTY may perform or have performed an audit of the records of APPRAISER after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to APPRAISER and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to APPRAISER may be determined subsequent to an audit as provided for in subsection (b) and of this subsection, and the total compensation so determined shall be used to calculate final payment to APPRAISER. Conduct of this audit shall not delay final payment as required by Section 4(b).

(b) The APPRAISER agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at APPRAISER'S office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (a) of this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, APPRAISER shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

**SECTION 6. RESPONSIBILITY OF APPRAISER.**

(a) APPRAISER shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished by APPRAISER under this Agreement. APPRAISER shall, without additional compensation, correct or revise any errors or deficiencies in his services.

(b) Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the APPRAISER shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the APPRAISER'S performance of any of the services furnished under this Agreement.

**SECTION 7. OWNERSHIP OF DOCUMENTS.** All deliverable reference data, survey data, plans and reports that result from the APPRAISER'S services under this Agreement shall become the property of the COUNTY

after final payment for the specific service provided is made to APPRAISER. No changes or revisions to the documents furnished by APPRAISER shall be made by COUNTY or its agents without the written approval of APPRAISER.

**SECTION 8. TERM.** This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect for a period of three (3) years.

**SECTION 9. TERMINATION.**

(a) The COUNTY may, by written notice to the APPRAISER, terminate this Agreement, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the APPRAISER to fulfill APPRAISER'S Agreement obligations. Upon receipt of such notice, the APPRAISER shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to the COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by the APPRAISER in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the APPRAISER shall be paid compensation for services performed to the date of termination. APPRAISER shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by the Agreement.

(c) If the termination is due to the failure of the APPRAISER to fulfill his Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, the APPRAISER shall be liable to the COUNTY for reasonable additional costs occasioned to the COUNTY thereby. The APPRAISER shall



not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the APPRAISER. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of the APPRAISER.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the APPRAISER had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

**SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT.** APPRAISER agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 11. NO CONTINGENT FEES.** APPRAISER warrants that it has not employed or retained any company or persons, other than a bona fide

employee working solely for the APPRAISER, to solicit or secure this Agreement and that APPRAISER has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bonafide employee working solely for APPRAISER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**SECTION 12. ASSIGNMENT.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

**SECTION 13. SUBCONTRACTORS.** In the event APPRAISER, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, APPRAISER must secure the prior written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, APPRAISER shall remain fully responsible for the services of subcontractors or other professional associates.

**SECTION 14. INDEMNIFICATION OF COUNTY.** The APPRAISER agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by the APPRAISER, whether caused by the APPRAISER or otherwise. This hold harmless, release and indemnification shall include any claim based on negligence,

action or inaction of the parties.

**SECTION 15. INSURANCE.**

(a) General. The APPRAISER shall at the APPRAISER'S own cost, procure the insurance required under this Section.

(1) The APPRAISER shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the APPRAISER, the APPRAISER shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the APPRAISER shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the APPRAISER shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy

of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by APPRAISER shall relieve the APPRAISER of the APPRAISER'S full responsibility for performance of any obligation including APPRAISER'S indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes. **The Certificate shall have this Agreement number clearly marked on its face.**

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the APPRAISER shall, as soon as the APPRAISER has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until

such time as the APPRAISER has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the APPRAISER shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the APPRAISER, the APPRAISER shall, at the APPRAISER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the APPRAISER and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) APPRAISER'S insurance shall cover the APPRAISER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The APPRAISER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the APPRAISER and its subcontractors is outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida

Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The APPRAISER'S insurance shall cover the APPRAISER for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the APPRAISER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

LIMITS

General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Professional Liability Insurance. The APPRAISER shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(d) Coverage. The insurance provided by APPRAISER pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY'S officials,

officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the APPRAISER.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the APPRAISER, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

#### **SECTION 16. ALTERNATIVE DISPUTE RESOLUTION (ADR).**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement and ADR procedures therefore are set forth in Section 220.102, "Contract Claims," Seminole County Code.

(b) APPRAISER agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY ADR procedures set forth in subsection (a) above of which the APPRAISER had knowledge and failed

to present during the COUNTY ADR procedures.

(c) In the event that COUNTY ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

**SECTION 17. REPRESENTATIVE OF COUNTY AND APPRAISER.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by APPRAISER, shall designate in writing and shall advise APPRAISER in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) APPRAISER shall, at all times during the normal work week, designate or appoint one or more representatives of APPRAISER who are authorized to act on behalf of APPRAISER regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

**SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document.



Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**SECTION 19. MODIFICATIONS, AMENDMENTS OR ALTERATIONS.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**SECTION 20. INDEPENDENT CONTRACTOR.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the APPRAISER including its officers, employees, and agents, the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The APPRAISER is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

**SECTION 21. EMPLOYEE STATUS.** Persons employed by the APPRAISER in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

**SECTION 22. SERVICES NOT PROVIDED FOR.** No claim for services furnished by the APPRAISER not specifically provided for herein shall be honored by the COUNTY.

**SECTION 23. PUBLIC RECORDS LAW.** APPRAISER acknowledges COUNTY'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. APPRAISER acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter

119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

**SECTION 24. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

**FOR COUNTY:**

County Attorney's Office  
1101 E. First St.  
Sanford, FL 32771

**FOR APPRAISER:**

HDR Acquisition Services, Inc.  
2202 N. Westshore Blvd., Suite 250  
Tampa, FL 33607-5755

**SECTION 25. RIGHTS AT LAW RETAINED.** The rights and remedies of the COUNTY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

**SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this Agreement, the APPRAISER shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the APPRAISER.

**SECTION 27. CONFLICT OF INTEREST.**

(a) The APPRAISER agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The APPRAISER hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the APPRAISER to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the APPRAISER hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

HDR ACQUISITION SERVICES, INC.

\_\_\_\_\_, Secretary

By: \_\_\_\_\_, President

(CORPORATE SEAL)

Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.  
Approved as to form and  
legal sufficiency.

As authorized for execution by  
the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_,  
regular meeting.

\_\_\_\_\_  
County Attorney  
AC/lpk  
9/3/03  
rfp-4203

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Rate Schedule
- Exhibit "C" - Submittal from HDR Acquisition Services, Inc. dated 8/8/03

### Scope of Services

The “**Consumers / Lake Hayes Water Transmission Main**” project will provide a significant hydraulic connection between the existing Consumers Water Treatment Plant and the existing Lake Hayes Water Treatment Plant. This CIP project was approved by the BCC November 14, 2002. The project involves the construction of a twenty-four (24”) inch diameter ductile iron water main pipe, approximately nine thousand three hundred (9,300 LF) linear feet, through a proposed thirty (30 LF) linear feet wide utility easement corridor. A total of nineteen (19) utility easements are required to complete the utility easement corridor necessary for the construction of the transmission line (between S.R. 426 Aloma Avenue and S.R. 434 Alafaya Trail). The County must acquire eighteen (18) separate “Utility Easements” from property owners. One parent tract containing lands identified for one utility easement is currently owned by the Seminole BCC. Additionally, all of the project identified utility easements are within a one hundred ten (110 LF) linear feet wide Florida Power & Light easement. A subordination agreement of utility interests will be required.

The current land use within the proposed utility corridor varies from agricultural to residential usage. Altogether, there are eighteen (18) parcels to be appraised and acquired for the construction of this water transmission main project.

**NOTE: Preliminary plans are available for review at the Seminole County Attorney’s Office, 520 W. Lake Mary Blvd., Suite 100, Sanford, Florida, 32773.**

## PROPOSED FEES AND HOURLY RATES

PARCEL I.D. #	FEE FOR ORIGINAL NARRATIVE	Update @ 40%	Comments
20-21-31-5CB-0000-0090 <b>STEPHAN &amp; WANDA RATCLIFF</b>	\$ 3,000	\$ 1,200	Highest and best use issues. Summary Limited –land only
20-21-31-5CB-0000-008B <b>MICHAEL &amp; JOHN TESINSKY</b>	\$ 3,500	\$ 1,400	Highest and best use issues. Summary Limited –land only
20-21-31-5CB-0000-008A <b>John, Michail &amp; Mary Tesinsky</b>	\$ 2,500	\$ 1,000	Summary Complete – land only
20(16?)-21-31-5CA-0000-1110 <b>Michail, Suzanne, &amp; John Tesinsky</b>	\$ 2,500	\$ 1,000	Summary Complete – land only
16-21-31-5CA-0000-112A <b>KATHLEEN YERGLER</b>	\$ 2,250	\$ 900	Summary Complete – land only
16-21-31-5CA-0000-112E 16-21-31-5CA-0000-112D <b>WILL &amp; AGNES ROGER</b>	\$ 2,250	\$ 900	Summary Limited – land only
28-21-31-300-0110-0000 <b>LUTHERN HAVEN</b>	\$ 3,000	\$ 1,200	Summary Complete Research potential site plan
28-21-31-507-0E00-0000 28-21-31-507-0D00-0000 <b>CHAPMAN LAKES HOA</b>	\$ 2,250	\$ 900	Summary Complete – land only
28-21-31-300-0090-0000 <b>CITY OF OVIEDO</b>	\$ 2,500	\$ 1,000	Summary Complete – land only Research PUD zoning history
28-21-31-502-0D00-0000 <b>SEMINOLE BCC</b>	N/A Already owned		
28-21-31-502-0A00-0000 <b>HUNTINGTON HOA</b>	\$ 2,250	\$ 900	Summary Complete – land only
28-21-31-300-0050-0000 <b>C.Evans, M.Martin, B.Wheeler</b>	\$ 2,250	\$ 900	Summary Complete – land only
28-21-31-302-002G-0000 <b>GEORGE JAKUBCIN</b>	\$ 2,250	\$ 900	Summary Complete – land only
28-21-31-302-002F-0000 <b>SUSAN HOLTREY</b>	\$ 2,250	\$ 900	Summary Complete – land only
28-21-31-302-002D-0000 <b>RICHARD &amp; BETSEY HALL</b>	\$ 2,250	\$ 900	Summary Complete – land only
27-21-31-513-0B00-0000 27-21-31-513-0G00-0000 27-21-31-513-0A00-0000 <b>EASTON PARK HOA</b>	\$ 2,250	\$ 900	Consider all (3) parcels as one parent tract. Appraisal problem requires valuation of land and affected improvements only.
<b>TOTAL FEES</b>	\$ 37,250	\$ 14,900	

### Hourly Rates for Trial Preparation:

Principal Appraiser– Ron Tegenkamp, MAI	\$ 120 / hour
Associate Appraiser / Reviewer – Dan Trosper	\$ 90 / hour
Researcher – Jennifer Custer, Steve Custer, Ericka Shumpert	\$ 75 / hour
Secretarial – Angela Soiferman	\$ 30 / hour